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Attorneys for Defendant
KENT H. ROBERTS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

KENT H. ROBERTS,

Defendant.

Case No. CR 07-0100 MHP (JCS)

**JOINT STIPULATION RE BOND
PROVISIONS AND [PROPOSED] ORDER**

Courtroom: A, 15th Floor
Magistrate Judge: Joseph C. Spero

Trial Date: Not yet set

On March 29, 2006, this Court conducted a hearing regarding the status of Mr. Roberts' bond. The Court indicated that Mr. Roberts could either (a) have a third party co-sign on a \$1 million unsecured bond or (b) secure a \$1 million bond with \$200,000 in equity from real property. The Court instructed the parties to meet and confer on this issue.

Counsel for the United States of America and Kent Roberts have met and conferred and reached the following agreements regarding modifying the initial bond (which is attached), subject to the approval of the Court.

1. Mr. Roberts will have third parties co-sign a \$1 million unsecured bond. Mr. Roberts' spouse, Susan, will also co-sign on the bond. There is no requirement to post any property. The third parties are Mr. Mark Shank and Mr. and Mrs. John and Sarah Seddlemeyer. Mr. Shank and Mr. Seddlemeyer have already been interviewed by Pre-Trial Services. The

1 government agrees that Mr. Shank and Mr. and Mrs. Seddlemeyer are acceptable sureties and
2 does not request that Mrs. Seddlemeyer be interviewed by Pre-Trial Services. Mr. Shank, the
3 Seddlemeyers and Mrs. Roberts all reside near Dallas, Texas so they may sign the bond
4 documentation in federal court in Dallas, Texas in a timely manner. The hearing before this
5 Court currently set for April 27, 2007 is hereby continued to May 18, 2007 at ^{10:30 AM}~~9:30 a.m.~~ to allow
6 the parties sufficient time to sign the bond documents in Dallas.

7 2. Mr. Shank and the Seddlemeyers will each be responsible for up to 50% of the
8 bond amount (\$500,000), but they will not be jointly and severally liable for the entire \$1 million
9 in the event that Mr. Roberts fails to obey the conditions of his release. In addition, nothing in
10 this agreement prevents the government from seeking the entire \$1 million from Mr. or Mrs.
11 Roberts, as opposed to seeking \$500,000 from Mr. Shank and the Seddlemeyers, in the event that
12 Mr. Roberts fails to obey the conditions of his release.

13 3. The defendant shall not participate as a financial officer for any business or
14 corporation, overseeing the transaction of stocks or options, or file any forms with the United
15 States Securities and Exchange Committee (SEC) for transactions other than those relating to his
16 own personal finances.

17 4. The remaining conditions of Mr. Roberts' release remain in place, namely

18 (a) Mr. Roberts shall appear at all proceedings as ordered by the Court and
19 shall surrender for service of any sentence imposed;

20 (b) Mr. Roberts shall not commit any federal, state, or local crime;

21 (c) Mr. Roberts shall not harass, threaten, intimidate, injure, tamper with or
22 retaliate against any witness, victim, informant, juror, or officer of the Court, or obstruct any
23 criminal investigation;

24 (d) Mr. Roberts shall not travel outside the continental United States;

25 (e) Mr. Roberts has surrendered his passport to the Clerk of Court and shall
26 not apply for any passport or other travel documents;

27 (f) Mr. Roberts shall not change residence without prior approval of Pretrial
28 Services; and

(g) Mr. Roberts shall continue to report to Pre-Trial Services as directed by either Pre-Trial Services in San Francisco or Dallas.

IT IS SO STIPULATED.

Dated: April 19, 2007

OFFICE OF THE UNITED STATES ATTORNEY
NORTHERN DISTRICT OF CALIFORNIA

/s/
TIMOTHY LUCEY (172332)
ASSISTANT UNITED STATES ATTORNEY

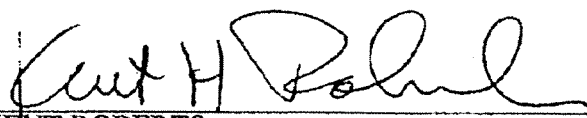
Dated: April 19, 2007

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/s/
NEAL J. STEPHENS (152071)
ATTORNEYS FOR DEFENDANT
KENT ROBERTS

I AGREE TO ABIDE BY THE MODIFICATIONS OF THE TERMS OF MY BOND AS SET FORTH ABOVE.

Dated: 23 April 2007


KENT ROBERTS

IT IS SO ORDERED.

Dated: April 25, 2007

